ATTACHMENT 25: xDSL

1.0 Introduction

1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.[1]

2.2 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.[2] The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line)A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.[3]

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[1] See 47 C.F.R. §51.319 (a) (1) and Award page 11, definition of 2-wire xDSL loop.
[2] See 47 C.F.R.§51.319 (a) (2).
[3] Award page 11, definition of 2-wire xDSL loop.

2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.[4]

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.[5]

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.[6]

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.[7]

3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT[8].

3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.[9]

3.4 SWBT shall not deny a Covad's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that Covad's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide Covad with notice prior to seeking relief from the Commission under this Section.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Texas. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the

[4] Award page 11, definition of 2-wire xDSL loop.
[5] Award page 15-16.
[6] Award page 16.
[7] Award page 23.
[8] Award page 35.
[9] Award page 26.

deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below. [10]

3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

3.7.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.[11]

3.7.2 For any technology, Covad's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to Covad's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.[12]

3.7 Indemnification[13]

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which

[10] Award page 26.
[11] Award page 20.
[12] Award page 20.
[13] Award pages 20-21, Section 3.5-3.6.

Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A

copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at Covad's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations.[14] The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., IDSN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.[15] The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at Covad's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations.[16] The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: A 4-Wire Digital Loop for purposes of this Section is a 1.544 Mbps loop that will support DS1 service including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.[17] The rates for the 4-Wire Digital Loop are set forth in Section 11.1 below.

4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available

[14] Award page 10-11.
[15] Definition from the T2A appendix UNE, Section 4.2.3.
[16] Award page 10-11. Note, the order seems to suggest the definition should be the same, only one is 2-wire and one is 4-wire.
[17] This definition is from T2A Appendix UNE Section 4.2.4.

(subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits Covad to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM.[18] The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate.[19] Sub loop pricing may be found in Section 11.1 below.

4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist.[20] This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.[21]

4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the Covad's services or technologies to a level at or below those provided by SWBT.[22] CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.[23] SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC.[24] Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues,

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[18] Award pages 29-30.
[19] Award page 32.
[20] T2A Section 8.1.
[21] Award page 24.
[22] Award page 35.
[23] Award page 63.
[24] Award page(s) 35, 55 and 56.

SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. SWBT will also file the reason for rejection with the Texas Public Utility Commission Project No. 21696.In no event shall the denial be based on loop length[25]. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 From the approval of this Agreement by the Texas PUC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Texas on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation for 12 months or until national standards have been established, whichever occurs first.[26]

4.5.1 Covad's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.[27]

4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:

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[25] Award page 50.
[26] Award page 16, footnote 51.
[27] Award page 17 Section 4.3.1

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment] , then SWBT will provide with the xDSL loop at the same rates listed for a2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the Texas Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, Covad can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.[28]

4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.[29]

4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.[30]

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

[28] Award page 10.
[29] Award page 38.
[30] Award page 41-42.

5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.[31]

5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.[32]

5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days.[33] Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

5.4 Loop Qualification: As outlined in Section 13 below, SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3.[34] If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.[35]

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[31] Award page 60.
[32] Award page 65.
[33] Award page 66.
[34] Award page 62.
[35] Award page 66.

5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.[36]

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.[37]

5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL.[38] Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 Provisioning

6.1 CLEC shall designate, at the Covad's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order.[39] Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.[40]

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which

[36] Award page 71.
[37] Award page 69.
[38] Award Page 62.
[39] Award page 78.
[40] Award page 24.

require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length.[41] The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.[42]

6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.[43]

7.0 Acceptance Testing

7.1 SWBT and Covad agree to implement Cooperative Acceptance Testing for xDSL loop delivery.

7.2 Should Covad desire Cooperative Acceptance Testing, Covad shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery or repair of a loop to/for Covad, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free Covad number to initiate performance of a series of cooperative tests.

7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.

7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.

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[41] Award pages 81-82.
[42] Award page 33.
[43] Award page 55.

7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, Covad will provide SWBT with a confirmation number and SWBT will complete the order. Covad will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.

7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with Covad on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the Covad technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact Covad to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, Covad will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.

7.3.4 Since Covad's test equipment cannot send signals through repeaters or digital loop carriers, Covad will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should Covad open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust Covad's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by Covad when Covad places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill Covad as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, Covad will be credited for the cost of the acceptance test. Additionally, Covad may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 Covad will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, Covad may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then Covad will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of Covad's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be $33.51 as specifically listed in Section 13.4.8(A) of the commission-ordered FCC Tariff No. 73. Covad will use the USOC(s) UBCX+ for basic time. If requested by Covad, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard priceIf the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.[44]

8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at Covad's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

8.3 Each xDSL-Capable Loop offering provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself or to an affiliate.

9.0 Spectrum Management

9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have

[44] See also Award page 105-106 on this topic.

already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.

9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.[45]

9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must being the process

[45] Award pages 10, 38, 47, 52 & footnote 176, and 53.

of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

10.1 Pursuant to the Interim Agreement between Southwestern Bell Telephone Company and Covad Communications Company, Covad has paid the following interim rates for cageless collocation:

Two-Framed Bay Collocation	$10,000
Four-Framed Bay Collocation	$15,000
Six-Framed Bay Collocation	$25,000.

The Interim Agreement between the Parties provided: The Parties acknowledge and agree that Covad's payments for cageless collocation shall be subject to retro-active true-up for a period of six (6) months from the date the Texas PUC approves rates for cageless physical collocation. Any collocation that was paid for prior to that six (6) month period will not be subject to true-up.

10.2 The Parties acknowledge and agree that upon approval of this Agreement by the Texas PUC, Covad will purchase collocation under the rates, terms and conditions set forth in the Texas Physical Collocation Tariff.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges[46]

11.1SWBT's interim rates for xDSL-capable loops are:[47]

	Recurring	Nonrecurring	
		Initial	Additional
2-Wire Analog Loop (xDSL)			
Zone 1	$18.98	$15.03	$6.22
Zone 2	$13.65	$15.03	$6.22

[46] Rates from Award pages 87-104.
[47] Sub-loop rates are from T2A appendix UNE 06Price.

Zone 3	$12.14	$15.03	$6.22
2-Wire Digital Loop (e.g., ISDN/IDSL)			
Zone 1	$46.09	$15.03	$6.22
Zone 2	$37.54	$15.03	$6.22
Zone 3	$ 34.91	$15.03	$6.22
4-Wire Analog Loop (xDSL)			
Zone 1	$36.06	$15.03	$6.22
Zone 2	$21.52	$15.03	$6.22
Zone 3	$15.86	$15.03	$6.22
4-Wire Digital Loop (e.g., ISDN/IDSL)			
Zone 1	$40.32	$15.03	$6.22
Zone 2	$40.32	$15.03	$6.22
Zone 3	$40.32	$15.03	$6.22

SWBT's rates for subloops are:

2-Wire Analog Distribution Sub-loop (xDSL)			
Zone 1	$9.46	$15.03	$6.22
Zone 2	$5.66	$15.03	$6.22
Zone 3	$4.22	$15.03	$6.22
2-Wire Digital Distribution Sub-loop (e.g., ISDN/IDSL)			
Zone 1	$12.98	$15.03	$6.22
Zone 2	$9.01	$15.03	$6.22
Zone 3	$7.85	$15.03	$6.22
4-Wire Analog Distribution Sub-loop (xDSL)			
Zone 1	$9.81	$15.03	$6.22
Zone 2	$5.63	$15.03	$6.22
Zone 3	$4.35	$15.03	$6.22
4-Wire Digital Distribution Sub-loop (e.g., ISDN/IDSL)			
Zone 1	$7.93	$15.03	$6.22
Zone 2	$5.41	$15.03	$6.22
Zone 3	$4.58	$15.03	$6.22

SWBT's rates for subloops above are final and are not interim or subject to retroactive true-up.

11.2SWBT's interim rates for Loop Make-Up Information are:

	Nonrecurring (per loop)
Loop Make-Up Information – Mechanized/query	$0.10
Loop Make-Up Information - Manual	$0.10

11.3SWBT's rates for Cross Connects.

	Recurring	Nonrecurring
xDSL Cross Connect Charge – Standard:		
2-wire Analog	$1.24	$4.72
4-wire Analog	$2.49	$29.56
2-wire Digital	$1.24	$4.72
4-wire Digital	$6.67	$39.05
xDSL Cross Connect Charge – Shielded:		
2-wire Analog	$1.64	$17.29
4-wire Analog	$3.28	$42.13
2-wire Digital	$1.64	$17.29
4-wire Digital	$7.46	$51.62

Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision ADSL.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

11.4SWBT's rate for Loop Conditioning.[48]

SWBT will make "clean loops" available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, then the conditioning

[48] Award pages 99-101

charges stated below apply. SWBT's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

The interim conditioning charges, listed below, are applicable to every xDSL loop greater than 12,000 feet in length but less than 18,000 feet in length, in which the CLEC requests the removal of bridged tap, load coils, and/or repeaters.

	Nonrecurring	
	Initial	Additional
Removal of Repeater	$10.82	$9.41
Removal of Bridged Tap and Repeater	$27.08	$24.19
Removal of Bridged Tap	$17.62	$14.79
Removal of Bridged Tap & Load Coil	$40.44	$37.62
Removal of Load Coil	$25.66	$22.83
Removal of Repeater and Load Coil	$35.06	$32.23

The interim conditioning charges, listed below, are applicable to every xDSL loop, at or in excess of 18,000 feet in length, that requires the specific conditioning listed.

	Nonrecurring	
	Initial	Additional
Removal of Repeater	$16.25	$13.42
Removal of Bridged Tap and Repeater	$37.89	$32.23
Removal of Bridged Tap	$24.46	$18.81
Removal of Bridged Tap and Load Coil	$59.35	$53.72
Removal of Load Coil	$40.55	$34.89
Removal of Repeater and Load Coil	$53.99	$48.34

11.5Until such time as permanent xDSL rates are approved, SWBT shall offer CLEC xDSL loops, loop qualification, and conditioning at the interim prices set forth above. The interim rates are subject to refund/surcharge upon approval of permanent xDSL loop rates, back to the effective date of the Arbitrator's Order No. 5, Interim Order in the Petition of Rhythms Links, Inc. for Arbitration to Establish an Interconnection Agreement with Southwestern Bell Telephone Company (Docket No. 20226) and the Petition of Dieca Communications, Inc., d/b/a Covad Communications Company for

Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Southwestern Bell Telephone Company (Docket No. 20272).[49]

11.6SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.

11.7Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

12.0Performance Measures

12.1All performance measures and penalties adopted in the §271 proceeding, except as discussed below, shall be incorporated into this Interconnection Agreement. The performance measure penalties should be a minimum standard.[50] If desired, the parties may negotiate additional performance measures and penalties. SWBT shall not be required to guarantee that the xDSL loop(s) ordered will perform (with regard to transmission speed) as desired by CLEC for xDSL services, but instead shall guarantee basic metallic loop parameters, including continuity and pair balance. All other performance measures and penalties applicable to the provisioning of xDSL capable loops, including those added to the § 271 agreement as a outlined in the implementation section, will fully apply to all xDSL loops without regard to the loop length.[51]

13.0Implementation Schedule[52]

Parties file Interconnection Agreements that comply with Award	December 30, 1999
Parties file proposed performance measures for xDSL (DPL Issue No. 23)	December 30, 1999
SWBT makes available access to trouble reports for any function or capability of the accessed loop element in compliance with Award (DPL Issue No. 15)	December 30, 1999

[49] Award pages 89, 101, and 103, Arbitrator's Order No. 5, Interim Order and see Interim Agreement between SWBT and Covad for Texas.
[50] Award page 105.
[51] Award pages 105-106.
[52] Award pages 110-111.

SWBT files Plan to Ensure Competitive Neutrality and Nondiscrimination in Access to Competitively Relevant Information (DPL Issue No. 16). SWBT shall prepare for approval by the Commission a plan whereby "firewalls" are constructed between SWBT's retail and wholesale organizations, the purpose of which is to restrict the flow of competitively beneficial information, including, but not limited to, network assignment databases.[53]	January 14, 2000
SWBT files new xDSL Loop Cost Study (DPL Issue No. 27)	March 1, 2000
SWBT files new Conditioning Cost Study (DPL Issue No. 29)	March 1, 2000
SWBT implements Datagate and EDI enhancements, including electronic pre-ordering of Loop Make-up Information (DPL Issue Nos. 15 and 19a)	May 30, 2000
SWBT files Loop Make-up Information Cost Study (DPL Issue No. 31)	June 30, 2000
Deadline for Parties to: (1) file negotiated permanent rates; and/or (2) request further arbitration on rate issues	July 30, 2000

14.0Reservation of Rights

The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Petition of Rhythms Links, Inc. for Arbitration to Establish an Interconnection Agreement with Southwestern Bell Telephone Company (Docket No. 20226) and the Petition of Dieca Communications, Inc., d/b/a Covad Communications Company for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Southwestern Bell Telephone Company (Docket No. 20272), the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147 or the FCC's Third Report and Order and Fourth Further Notice of Proposed

[53] Award page 70.

Rulemaking in CC Docket No. 96-96 (FCC 99-238), or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.